

(FRI) OCT 2 2009 7:27/ST. 7:27/No. 7518269756 P



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)
NOTICE: Not For Use For Condominium Transactions

06-30-08

1. **PARTIES:** The parties to this contract are Tim Lynch, Kathy Lynch (Seller) and Matthew Yount (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:**

A. **LAND:** Lot _____ Block _____ Addition, City of Burkburnett, County of Wichita, Texas, known as 2592 Vaughn Road (address/zip code), or as described on attached exhibit. 76354

B. **IMPROVEMENTS:** The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.

C. **ACCESSORIES:** The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, controls for satellite dish system, controls for garage door openers, entry gate controls, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, and artificial fireplace logs.

D. **EXCLUSIONS:** The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: _____

The land, improvements and accessories are collectively referred to as the "Property".

3. **SALES PRICE:**

A. Cash portion of Sales Price payable by Buyer at closing _____ \$
B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium) 172,800 168,000.00
C. Sales Price (Sum of A and B) 172,800 168,000.00

4. **FINANCING:** The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)

☒ A. **THIRD PARTY FINANCING:** One or more third party mortgage loans in the total amount of \$168,000.00 (excluding any loan funding fee or mortgage insurance premium).

(1) **Property Approval:** If the Property does not satisfy the lenders' underwriting requirements for the loan(s), this contract will terminate and the earnest money will be refunded to Buyer.

(2) **Financing Approval:** (Check one box only)

☒ (a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Condition Addendum.

☐ (b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.

☐ B. **ASSUMPTION:** The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.

☐ C. **SELLER FINANCING:** A promissory note from Buyer to Seller of \$ _____ secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

5. **EARNEST MONEY:** Upon execution of this contract by all parties, Buyer shall deposit \$500.00 as earnest money with Falls Title as escrow agent, at _____

(address). Buyer shall deposit additional earnest money of \$ _____ with escrow agent within _____ days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. **TITLE POLICY AND SURVEY:**

A. **TITLE POLICY:** Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by Falls Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions.

(TAR 1601) 06-30-08 Initialed for Identification by Buyer [Signature] and Seller [Signature] TREC NO. 20-8 Page 1 of 8

STANDARD REALTORS 4200 Fairway Wichita Falls, TX 76788

Form 06-03-0044

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FROM

Contract Concerning	2592 Vaughn Road	Buckburnett, TX 76334	Page 2 of 8 08-30-08
(Address of Property)			
(including existing building and zoning ordinances) and the following exceptions:			
(1) Restrictive covenants common to the platted subdivision in which the Property is located.			
(2) The standard printed exception for standby fees, taxes and assessments.			
(3) Liens created as part of the financing described in Paragraph 4.			
(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.			
(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.			
(6) The standard printed exception as to marital rights.			
(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.			
(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".			
B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier.			
C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and any lender(s). (Check one box only)			
<input checked="" type="checkbox"/> (1) Within 5 days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (Affidavit). If the existing survey or Affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at <input checked="" type="checkbox"/> Seller's <input type="checkbox"/> Buyer's expense no later than 3 days prior to Closing Date. If Seller fails to furnish the existing survey or Affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.			
<input type="checkbox"/> (2) Within _____ days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.			
<input type="checkbox"/> (3) Within _____ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.			
D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (8) above; or which prohibit the following use or activity: _____			
Buyer must object the earlier of (i) the Closing Date or (ii) _____ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object, except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.			
E. TITLE NOTICES:			
(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.			
(2) PROPERTY OWNERS' ASSOCIATION MANDATORY MEMBERSHIP: The Property <input type="checkbox"/> is <input checked="" type="checkbox"/> is not subject to mandatory membership in a property owners' association. If the Property is subject to mandatory membership in a property owners' association, Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners' association. Restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. You are obligated to pay assessments to the property owners' association. The amount of the assessments is subject to change. Your failure to pay the			

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FROM

Contract Concerning	2522 Vaughn Road	Burkburnett, TX 76354	Page 3 of 8 06-30-08
(Address of Property)			
assessments could result in a lien on and the foreclosure of the Property. If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners' Association should be used.			
(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.			
(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.			
(5) ANNEXATION: If the Property is located outside the limits of a municipality. Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.			
(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.			
(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.			
7. PROPERTY CONDITION:			
A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall turn on existing utilities for inspections.			
B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice): (Check one box only)			
<input checked="" type="checkbox"/> (1) Buyer has received the Notice.			
<input type="checkbox"/> (2) Buyer has not received the Notice. Within _____ days after the effective date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.			
<input type="checkbox"/> (3) The Seller is not required to furnish the notice under the Texas Property Code.			
C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.			
D. ACCEPTANCE OF PROPERTY CONDITION: (Check one box only)			
<input type="checkbox"/> (1) Buyer accepts the Property in its present condition.			
<input checked="" type="checkbox"/> (2) Buyer accepts the Property in its present condition provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: <u>Treats for wood</u> <u>destroying insects if found during inspections</u>			
E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment			

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Contract Concerning 3992 Vaughn Road (Address of Property) Buckhornett, TX 76354 Page 4 of 8 06-30-08

for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

F. **COMPLETION OF REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date. All required permits must be obtained, and repairs and treatments must be performed by persons who are licensed or otherwise authorized by law to provide such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may do so and receive reimbursement from Seller at closing. The Closing Date will be extended up to 15 days, if necessary, to complete repairs and treatments.

G. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. **RESIDENTIAL SERVICE CONTRACTS:** Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ 450.00. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.

8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. **CLOSING:**

A. The closing of the sale will be on or before 29 Oct 2009 11/13/2009, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents required of them by this contract, the Commitment or law necessary for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. **POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☒ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.

11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.) Seller to pay for home inspection as part of the closing costs agreed to paid by seller on buyers behalf. Seller to pay for water treatment tasting (required by V.A.) through the City of Wichita Falls Health Department.

FROM

(FRI) OCT 2 2009 7:31/ST. 7:27/No. 7519299756 P 6

FROM

Contract Concerning	2592 Vaughn Road	Buckhornett, TX 76351	Page 5 of 8 06-30-08
(Address of Property)			
12. SETTLEMENT AND OTHER EXPENSES:			
A. The following expenses must be paid at or prior to closing:			
(1) Expenses payable by Seller (Seller's Expenses):			
(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.			
(b) Seller shall also pay an amount not to exceed \$ 49,000.00 <u>4800.00</u> to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.			
(2) Expenses payable by Buyer (Buyer's Expenses):			
(a) Loan origination, discount, buy-down, and commitment fees (Loan Fees).			
(b) Appraisal fees; loan application fees; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; mortgagee title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; and other expenses payable by Buyer under this contract.			
B. Buyer shall pay Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender.			
C. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.			
13. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.			
14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.			
15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, or survey, if required of Seller, Buyer may (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.			
16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion <input checked="" type="checkbox"/> will <input type="checkbox"/> will not be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.			
17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.			
(TAR 1601) 06-30-08 Initialed for Identification by Buyer <u>[Signature]</u> and Seller <u>[Signature]</u> TREC NO. 20-8 Page 6 of 8			
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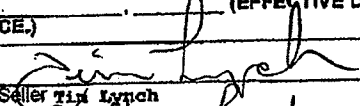
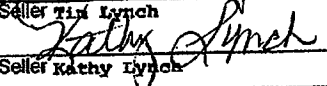
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Contract Concerning	2592 Vaughn Road	Burburnett, TX 76384	Page 6 of 8 06-30-08
(Address of Property)			
18. ESCROW:			
A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.			
B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of escrow agent from all parties.			
C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.			
D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.			
E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.			
19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.			
20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.			
21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:			
To Buyer		To Seller	
at: <u>Jamie Rice</u>		at: _____	
<u>4200 Fairway</u>		_____	
<u>Wichita Falls, TX 76308</u>		_____	
_____		_____	
_____		_____	
Telephone: <u>(940) 632-9944</u>		Telephone: _____	
Facsimile: <u>(940) 689-7901</u>		Facsimile: _____	
E-mail: <u>ricemarketing@msn.com</u>		E-mail: _____	

FROM

(FRI) OCT 2 2009 7:32/ST. 7:27/NO. 7519263756 P 8

Contract Concerning <u>2522 Yawohn Road</u> <u>Southburnett, TX 76354</u> Page 7 of 8 06-30-08 (Address of Property)	
22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):	
<input checked="" type="checkbox"/> Third Party Financing Condition Addendum	<input type="checkbox"/> Addendum for "Back-Up" Contract
<input type="checkbox"/> Seller Financing Addendum	<input type="checkbox"/> Addendum for Coastal Area Property
<input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners' Association	<input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
<input type="checkbox"/> Buyer's Temporary Residential Lease	<input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
<input type="checkbox"/> Seller's Temporary Residential Lease	<input type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law
<input type="checkbox"/> Addendum for Sale of Other Property by Buyer	<input type="checkbox"/> Other (list): _____
<input type="checkbox"/> Addendum Containing Required Notices Under §5.016, §420.001 and §420.002, Texas Property Code	
23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ <u>50.00</u> (Option Fee) within 2 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within <u>10</u> days after the effective date of this contract. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee <input checked="" type="checkbox"/> will <input type="checkbox"/> will not be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.	
24. CONSULT AN ATTORNEY: Real estate licensees cannot give legal advice. READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult an attorney BEFORE signing.	
Buyer's Attorney is: _____	Seller's Attorney is: _____
Telephone: _____	Telephone: _____
Facsimile: _____	Facsimile: _____
E-mail: _____	E-mail: _____
EXECUTED the _____ day of _____, 2008 (EFFECTIVE DATE). (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)	
 Buyer Matthew Yount	 Seller Tim Lynch
Buyer	 Seller Kathy Lynch
<small>The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-8544 (http://www.trec.state.tx.us) TREC NO. 20-8, This form replaces TREC NO. 20-7.</small>	

(TAR 1601) 06-30-08

TREC NO. 20-8 Page 7 of 8

Produced with ZipForm® by zipLogix 1807D Firearm Mile Road, Fraser, Michigan 48028 www.ziplogix.com

Yount

FROM

(FRI) OCT 2 2009 7:33/ST. 7:27/No. 7516269756 P 9

2592 Vaughn Road Burkburnett, TX 76354 (Address of Property)		Page 8 of 8 06-30-08
BROKER INFORMATION AND RATIFICATION OF FEE		
Listing Broker has agreed to pay Other Broker <u>3.000%</u> of the total sales price when Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.		
<u>Strategic Realtors</u> Other Broker	License No. _____	<u>Instyle Real Estate</u> Listing Broker License No. _____
represents <input checked="" type="checkbox"/> Buyer only as Buyer's agent <input type="checkbox"/> Seller as Listing Broker's subagent		represents <input type="checkbox"/> Seller and Buyer as an intermediary <input checked="" type="checkbox"/> Seller only as Seller's agent
Associate Mary Brown	(940) 632-9944 Telephone	Listing Associate Tony Corsualt (940) 569-3444 Telephone
4200 Fairway Broker's Address		931 Redriver Expressway Listing Associate's Office Address Facsimile
Wichita Falls TX 76308 City State Zip		Burkburnett TX 76354 City State Zip
(940) 689-7901 Facsimile		Email Address _____
ricemarketing@msn.com Email Address		Selling Associate Telephone _____
		Selling Associate's Office Address Facsimile _____
		City State Zip _____
		Email Address _____
OPTION FEE RECEIPT		
Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.		
Seller or Listing Broker _____		Date _____
CONTRACT AND EARNEST MONEY RECEIPT		
Receipt of <input type="checkbox"/> Contract and <input checked="" type="checkbox"/> \$ 500.00 Earnest Money in the form of _____ is acknowledged.		
Escrow Agent: _____		Date: _____
By: _____	Email Address _____	
Address _____	Telephone: _____	
City State Zip _____	Facsimile: _____	

(TAR 1501) 06-30-08

TREC NO. 20-8 Page 8 of 8

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Yount

FROM

FROM OCT 2 2009 7:27/ST. 7:27/No. 7518269756 P 10



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

12-10-07

THIRD PARTY FINANCING CONDITION ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

2592 Vaughn Road

Burkburnett

(Street Address and City)

Buyer shall apply promptly for all financing described below and make every reasonable effort to obtain approval for the financing (Financing Approval). Buyer shall furnish all information and documents required by lender for Financing Approval. Financing Approval will be deemed to have been obtained when (1) the terms of the loan(s) described below are available and (2) lender determines that Buyer has satisfied all of lender's financial requirements (those items relating to Buyer's assets, income and credit history). If Buyer cannot obtain Financing Approval, Buyer may give written notice to Seller within 20 days after the effective date of this contract and this contract will terminate and the earnest money will be refunded to Buyer. If Buyer does not give such notice within the time required, this contract will no longer be subject to Financing Approval. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

NOTE: Financing Approval does not include approval of lender's underwriting requirements for the Property, as specified in Paragraph 4.A.(1) of the contract.

Each note must be secured by vendor's and deed of trust liens.

CHECK APPLICABLE BOXES:

☐ **A. CONVENTIONAL FINANCING:**

☐ (1) A first mortgage loan in the principal amount of \$ _____ (excluding any financed PMI premium), due in full in _____ year(s), with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Loan Fees (loan origination, discount, buy-down, and commitment fees) not to exceed _____ % of the loan.

☐ (2) A second mortgage loan in the principal amount of \$ _____ (excluding any financed PMI premium), due in full in _____ year(s), with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Loan Fees (loan origination, discount, buy-down, and commitment fees) not to exceed _____ % of the loan.

☐ **B. TEXAS VETERANS LOAN:** A loan(s) from the Texas Veterans Land Board of \$ _____ for a period in the total amount of _____ years at the interest rate established by the Texas Veterans Land Board.

☐ **C. FHA INSURED FINANCING:** A Section _____ FHA insured loan of not less than \$ _____ (excluding any financed MIP), amortizable monthly for not less than _____ years, with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Loan Fees (loan origination, discount, buy-down, and commitment fees) not to exceed _____ % of the loan. As required by HUD-FHA, if FHA valuation is unknown, "It is expressly agreed that, notwithstanding any other provision of this contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser (Buyer) has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ _____. The purchaser (Buyer) shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the

Initialed for identification by Buyer HS and Seller IL KL
(TAR 1901) 12-10-07

TREC NO. 40-3
Page 1 of 2

Strategic REALTORS 4200 Fairway Wichita Falls, TX 76308
Phone: 940-632-9944

Fax:

Jamie Rice

Produced with ZipForm by ziplogix 18078 Fritzen Hill Road, Fraser, Michigan 48028 www.ziplogix.com

Yount

(FRI) OCT 2 2009 7:34/ST. 7:27/No. 7518289758 P 11

Third Party Financing Condition Addendum Concerning

Page 2 of 2 12-10-07

2592 Vaughn Road, Burkburnett, TX 76354
(Address of Property)

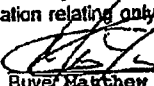
appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The purchaser (Buyer) should satisfy himself/herself that the price and the condition of the Property are acceptable."
NOTE: HUD 92564-CN "For Your Protection: Get a Home Inspection" must be attached to this Addendum.

- ☒ D. VA GUARANTEED FINANCING: A VA guaranteed loan of not less than \$ 172,800 ~~168,000.00~~ (excluding any financed Funding Fee), amortizable monthly for not less than 30 years, with interest not to exceed 6.000 % per annum for the first year(s) of the loan with Loan Fees (loan origination, discount, buy-down, and commitment fees) not to exceed % of the loan.

VA NOTICE TO BUYER: "It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the Property described herein, if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs."

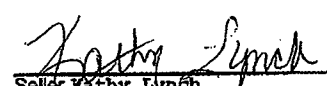
If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the VA and which Buyer represents will not be from borrowed funds except as approved by VA. If VA reasonable value of the Property is less than the Sales Price, Seller may reduce the Sales Price to an amount equal to the VA reasonable value and the sale will be closed at the lower Sales Price with proportionate adjustments to the down payment and the loan amount.

Buyer hereby authorizes any lender to furnish to the Seller or Buyer or their representatives information relating only to the status of Financing Approval of Buyer.


Buyer Matthew Yount


Seller Tim Lynch

Buyer


Seller Kathy Lynch

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (<http://www.trec.state.tx.us>) TREC No. 40-3. This form replaces TREC No. 40-2.

TREC NO. 40-3

(TAR 1901) 12-10-07

Page 2 of 2

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Yount

FROM

(FRI) OCT 2 2008 7:36/ST. 7:27/NO. 7518269756 P 14

Approved by the Texas Real Estate Commission for Voluntary Use

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License

Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

[Signature]
Buyer, Seller, Landlord or Tenant

10-1-2009
Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188 or 512-455-3600.



01A

TREC No. OP-K
Page 1 of 1

(TAR-2501) 1/1/96

Strategic REALTORS 3800 Call Field Rd Wichita Falls, TX 76308
Phone: (940)322-8400 Fax: (940)596-9771

Wendy Crosley

Produced with ZipForm® by ziplogix 18070 Fifteen Mile Road, Fraser, Michigan 48025 www.ziplogix.com

Untitled

FROM

(FRI) OCT 2 2009 7:35/ST. 7:27/NO. 7519269756 P 13

THE MARY BROWN TEAM **BUYER REPRESENTATION AGREEMENT**

Parties to this agreement and the parties' contact information are as follows:

Broker: Strategic Realtors
Address: 4200 Fairway Blvd.
City, State, Zip: Wichita Falls, TX 76308
Phone: (940) 733-8651

Client: Matthew S. Yount
Address: 2205 S. Holly
City, State, Zip: Buckhorn, TX 76035
Phone: 817-289-9125

As your agent we will:

1. Act as your fiduciary agent and place your interest in the highest regard. You have our COMMITMENT!
2. Provide an initial consultation to determine the price, specific amenities and the location you desire.
3. Assist you in the Pre-Qualifying process to determine your BEST financing options.
4. Provide a complete MLS list of every home currently on the market that meets your specific criteria as well as assistance in working with any "For Sale by Owner" or builder offerings.
5. Make appointments and provide a private showing of each property you request.
6. Provide a complete property analysis that includes a review of pricing, Seller's Disclosure Statement, property tax evaluation, any current inspections or previous knowledge that I may have concerning the property.
7. Prepare the contract and addendums required to purchase the property and provide the professional negotiation strategies needed to help you acquire your home at the BEST price.
8. Assist you in acquiring all inspections, appraisals, insurance and documentation needed to make the entire closing process as stress-free as possible.
9. Provide an estimate of funds required to close the transaction as well as information and guidance throughout the entire closing process.

You agree to:

1. Seek pre-approval from lender prior to viewing property.
2. Notify us of any homes you wish to view so that we may provide a private showing to you.
3. Inform all other agents, For Sale By Owners or builders that you are being represented by the Mary Brown Team of Strategic Realtors.
4. Conduct all negotiations for the purchase of real property through the Mary Brown Team..
5. Acknowledge that you are not under any obligation to purchase or build a home.
6. Acknowledge that our fee to assist you in the purchase of a home is 3% and that we will request the seller to pay the fee on your behalf.
7. This agreement expires one year from today's date.
8. Acknowledge that Broker is being retained solely as a real estate agent and have been advised to seek professional advice concerning property condition, legal and tax matters.

In the event the Client becomes interested in a property that is listed by Strategic Realtors, Client authorizes Broker to act as an intermediary between the Buyer and Seller and assist Buyer and Seller in negotiations for the sale of the property. Broker agrees to obtain the informed, written consent of both Clients regarding intermediary relationships before proceeding with the transaction. Client acknowledges receipt of the Information About Brokerage Services disclosure required by the State of Texas.

James H. Hie
Agents Signature
1 Oct 09.
Effective Date

Matthew S. Yount
Client's Signature
Matthew S. Yount
Client's Signature

FROM

(FRI) OCT 2 2009 7:35/ST. 7:27/No. 7518269756 P 12

For Your Protection, Get A Home Inspection

Name of Buyer(s) X Matthew S. Youait
Property Address X 2592 Vaughn Road Burkburnett, TX 76354

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to the purchase. With a home inspection, a qualified inspector takes an in-depth, unbiased look at our potential new home to:

- Evaluate the physical condition: structure, construction, and mechanical systems,
- Identify items that need to be repaired or replaced, and
- Estimate the remaining useful life of the major systems, equipment, structure, and finishes

Appraisals are Different from Home Inspections

Appraisals are different from a home inspection. Appraisals are for lender; home inspections are for buyers. Appraisals:

- Estimate the market value of a house
- Make sure that the house is marketable

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-RADON or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be An Informed Buyer

It is your responsibility to be a informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing the contract or may do so after signing the contract as long as the contract states that the sale of the home depends on the inspection.

I understand the importance of getting an independent home inspection. I have considered this before signing a contract with the seller for a home. Furthermore, I have carefully read this notice and fully understand that I have an option to purchase a home inspection.

- X ☒ I choose to have a home inspection performed
X ☐ I choose NOT to have a home inspection performed.

X [Signature] 10-1-2009
Buyer Date Buyer Date

FROM

09/28/2009 17:50 FAX

002/008

TEXAS ASSOCIATION OF REALTORS®
SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.

2592 VAUGHN ROAD
CONCERNING THE PROPERTY AT BURKBURNETT, TX 76354

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller ☐ is ☐ is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property?
☐ _____ or ☐ never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring	Y		
Carbon Monoxide Det.		N	
Ceiling Fans	Y		
Cooktop	Y		
Dishwasher	Y		
Disposal		N	
Emergency Escape Ladder(s)		N	
Exhaust Fans	Y		
Fences		N	
Fire Detection Equip.	Y		
French Drain			U
Gas Fixtures		N	

Item	Y	N	U
Gas Lines (Nat/LP)		N	
Hot Tub		N	
Intercom System		N	
Microwave		N	
Outdoor Grill		N	
Patio/Decking	Y		
Plumbing System	Y		
Pool		N	
Pool Equipment		N	
Pool Maint. Accessories		U	
Pool Heater		N	
Public Sewer System		N	

Item	Y	N	U
Pump: <input type="checkbox"/> sump <input type="checkbox"/> grinder		N	
Rain Gutters	Y		
Range/Stove	Y		
Roof/Attic Vents	Y		
Sauna		N	
Smoke Detector	Y		
Smoke Detector - Hearing Impaired		N	
Spa		N	
Trash Compactor		N	
TV Antenna		N	
Washer/Dryer Hookup	Y		
Window Screens	Y		

Item	Y	N	U	Additional Information
Central A/C	Y			<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas number of units: 1
Evaporative Coolers		N		number of units: _____
Wall/Window AC Units		N		number of units: _____
Attic Fan(s)		N		if yes, describe: _____
Central Heat	Y			<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas number of units: 1
Other Heat		N		if yes, describe: _____
Oven	Y			number of ovens: 1 <input checked="" type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____
Fireplace & Chimney		N		<input type="checkbox"/> wood <input type="checkbox"/> gas logs <input type="checkbox"/> mock <input type="checkbox"/> other: _____
Carport	Y			<input type="checkbox"/> attached <input checked="" type="checkbox"/> not attached
Garage	Y			<input checked="" type="checkbox"/> attached <input type="checkbox"/> not attached
Garage Door Openers			U	number of units: _____ number of remotes: _____
Satellite Dish & Controls		N		<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Security System		N		<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Water Heater	Y			<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____ number of units: _____
Water Softener	Y			<input checked="" type="checkbox"/> owned <input type="checkbox"/> leased from _____
Underground Lawn Sprinkler		N		<input type="checkbox"/> automatic <input type="checkbox"/> manual areas covered: _____
Septic / On-Site Sewer Facility	Y			if yes, attach information About On-Site Sewer Facility (TAR-1407)

(TAR-1406) 7-16-08

Initialed by: Seller: SS, KL and Buyer: T.L., ML

Page 1 of 5

InSivle Real Estate 931 Red River Expressway, Burkburnett TX 76354
Joan EversonPhone 9405693444 Fax (940) 569-3454
Produced with ZipForm® by ZipLogix 16070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

2592 VAUGHN RO

09/28/2009 17:51 FAX

003/008

2592 VAUGHN ROAD

Concerning the Property at BURKBURNETT, TX 76354

Water supply provided by: ☐ city ☒ well ☐ MUD ☐ co-op ☐ unknown ☐ other:

Was the Property built before 1978? ☐ yes ☒ no ☐ unknown

(If yes, complete, sign, and attach TAR-1906 concerning lead-based paint hazards).

Roof Type: Age: (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)?

☐ yes ☒ no ☐ unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? ☒ yes ☐ no If yes, describe (attach additional sheets if necessary): Garage Door Opener,

1- Roof Air Turbine Not Working,

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following?: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N
Basement		N
Ceilings		N
Doors		N
Driveways		N
Electrical Systems		N
Exterior Walls		N

Item	Y	N
Floors		N
Foundation / Slab(s)		N
Interior Walls		N
Lighting Fixtures		N
Plumbing Systems		N
Roof		N

Item	Y	N
Sidewalks		N
Walls / Fences		N
Windows		N
Other Structural Components		N

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary):

Section 3. Are you (Seller) aware of any of the following conditions: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N
Aluminum Wiring		N
Asbestos Components		N
Diseased Trees: <input type="checkbox"/> oak wilt <input type="checkbox"/>		N
Endangered Species/Habitat on Property		N
Fault Lines		N
Hazardous or Toxic Waste		N
Improper Drainage		N
Intermittent or Weather Springs		N
Landfill		N
Lead-Based Paint or Lead-Based Pt. Hazards		N
Encroachments onto the Property		N
Improvements encroaching on others' property		N
Located in 100-year Floodplain		N
Located in Floodway		N
Present Flood Ins. Coverage (If yes, attach TAR-1414)		N
Previous Flooding Into the Structures		N
Previous Flooding onto the Property		N
Previous Fires		N
Previous Use of Premises for Manufacture of Methamphetamine		N

Condition	Y	N
Previous Foundation Repairs		N
Previous Roof Repairs		N
Other Structural Repairs		N
Radon Gas		N
Settling		N
Soil Movement		N
Subsurface Structure or Pits		N
Underground Storage Tanks		N
Unplatted Easements		N
Unrecorded Easements		N
Urea-formaldehyde Insulation		N
Water Penetration		N
Wetlands on Property		N
Wood Rot		N
Active infestation of termites or other wood-destroying insects (WDI)		N
Previous treatment for termites or WDI		N
Previous termite or WDI damage repaired		N
Termite or WDI damage needing repair		N

(TAR-1406) 7-16-08

Initialed by: Seller: CS and Buyer: T.L.

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Page 2 of 5
2592 VAUGHN

09/28/2009 17:51 FAX

004/008

Concerning the Property at 2592 VAUGHN ROAD
BURKBURNETT, TX 76354

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary):

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? ☐ yes ☒ no If yes, explain (attach additional sheets if necessary):

Section 5. Are you (Seller) aware of any of the following (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

- ☐ ☒ Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at the time.
- ☐ ☒ Homeowners' associations or maintenance fees or assessments. If yes, complete the following:
Name of association: _____
Manager's name: _____ Phone: _____
Fees or assessments are: \$ _____ per _____ and are: ☐ mandatory ☐ voluntary
Any unpaid fees or assessment for the Property? ☐ yes (\$ _____) ☐ no
If the Property is in more than one association, provide information about the other associations below or attach information to this notice.
- ☐ ☒ Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:
Any optional user fees for common facilities charged? ☐ yes ☐ no If yes, describe: _____
- ☐ ☒ Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- ☐ ☒ Any lawsuits or other legal proceedings directly or indirectly affecting the Property.
- ☐ ☒ Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
- ☐ ☒ Any condition on the Property which materially affects the health or safety of an individual.
- ☐ ☒ Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation):

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary):

(TAR-1406) 7-16-08

Initialed by: Seller

[Signature] [Signature]

and Buyer:

[Signature] [Signature]

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Concerning the Property at 2592 VAUGHN ROAD
BURKBURNETT, TX 76354

Section 6. Seller ☐ has ☐ has not attached a survey of the Property.

Section 7. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? ☐ yes ☒ no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 8. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- ☒ Homestead ☐ Senior Citizen ☐ Disabled
☐ Wildlife Management ☐ Agricultural ☐ Disabled Veteran
☐ Other: _____ ☐ Unknown

Section 9. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? ☐ yes ☒ no If yes, explain: _____

Section 10. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code? ☐ unknown ☐ no ☒ yes. If no or unknown, explain. (Attach additional sheets if necessary): _____

**Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Signature of Seller Tim Lynch Date 5-27-09
Printed Name: TIM LYNCH Signature of Seller Kathy Lynch Date
Printed Name: KATHERYN LYNCH

(TAR-1406) 7-16-08

Initialed by: Seller: T.L., KL and Buyer: ML

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Concerning the Property at 2592 VAUGHN ROAD
BURKBURNETT, TX 76354

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (4) The following providers currently provide service to the property:
Electric: Reliant Energy Sewer: —
Water: — Cable: —
Trash: — Natural Gas: —
Local Phone: USE cell Propane: —
- (5) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. **YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.**

The undersigned Buyer acknowledges receipt of the foregoing notice and acknowledges the property complies with the smoke detector requirements of Chapter 766, Health and Safety Code, or, if the property does not comply with the smoke detector requirements of Chapter 766, the buyer waives the buyer's rights to have smoke detectors installed in compliance with Chapter 766.

Signature of Buyer: <u>[Signature]</u>	Date: _____	Signature of Buyer: _____	Date: _____
Printed Name: _____		Printed Name: _____	

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TEXAS ASSOCIATION OF REALTORS®

INFORMATION ABOUT ON-SITE SEWER FACILITY

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CONCERNING THE PROPERTY AT

2952 VAUGHN ROAD
BURKBURNETT, TX 76354

A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

- (1) Type of Treatment System: ☒ Septic Tank ☐ Aerobic Treatment ☐ Unknown
- (2) Type of Distribution System: Lateral Line ☐ Unknown
- (3) Approximate Location of Drain Field or Distribution System: Approx 6 ft. off N. fence. Runs approx. 75' then 3 separate lines running North & South each line 100'. Approx. Rt. overall is 1100' ☐ Unknown
- (4) Installer: Wichita Sanitary Service ☐ Unknown
- (5) Approximate Age: 10 years ☐ Unknown

B. MAINTENANCE INFORMATION:

- (1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? ☐ Yes ☒ No
If yes, name of maintenance contractor: _____
Phone: _____ contract expiration date: _____
Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard on-site sewer facilities.)
- (2) Approximate date any tanks were last pumped? 2000
- (3) Is Seller aware of any defect or malfunction in the on-site sewer facility? ☐ Yes ☒ No
If yes, explain: _____
- (4) Does Seller have manufacturer or warranty information available for review? ☐ Yes ☒ No

C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

- (1) The following items concerning the on-site sewer facility are attached:
☐ planning materials ☐ permit for original installation ☒ final inspection when OSSF was installed
☐ maintenance contract ☐ manufacturer information ☐ warranty information
- (2) "Planning materials" are the supporting materials that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to install the on-site sewer facility.
- (3) It may be necessary for a buyer to have the permit to operate an on-site sewer facility transferred to the buyer.

(TAR-1407) 1-7-04

Initialed for Identification by Buyer WV and Seller _____ Page 1 of 2

InStyle Real Estate 931 Red River Expressway, Burkburnett TX 76354
Phone: 9405693444

Fax: (940) 569-3454

InStyle Real Estate

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Information about On-Site Sewer Facility concerning 2952 VAUGHN ROAD
BURKBURNETT, TX 76354

D. INFORMATION FROM GOVERNMENTAL AGENCIES: Pamphlets describing on-site sewer facilities are available from the Texas Agricultural Extension Service. Information in the following table was obtained from Texas Commission on Environmental Quality (TCEQ) on 10/24/2002. The table estimates daily wastewater usage rates. Actual water usage data or other methods for calculating may be used if accurate and acceptable to TCEQ.

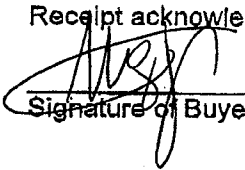
<u>Facility</u>	<u>Usage (gal/day)</u> <u>without water-</u> <u>saving devices</u>	<u>Usage (gal/day)</u> <u>with water-</u> <u>saving devices</u>
Single family dwelling (1-2 bedrooms; less than 1,500 sf)	225	180
Single family dwelling (3 bedrooms; less than 2,500 sf)	300	240
Single family dwelling (4 bedrooms; less than 3,500 sf)	375	300
Single family dwelling (5 bedrooms; less than 4,500 sf)	450	360
Single family dwelling (6 bedrooms; less than 5,500 sf)	525	420
Mobile home, condo, or townhouse (1-2 bedroom)	225	180
Mobile home, condo, or townhouse (each add'l bedroom)	75	60

This document is not a substitute for any inspections or warranties. This document was completed to the best of Seller's knowledge and belief on the date signed. Seller and real estate agents are not experts about on-site sewer facilities. Buyer is encouraged to have the on-site sewer facility inspected by an inspector of Buyer's choice.

Signature of Seller _____ Date _____

Signature of Seller _____ Date _____

Receipt acknowledged by:


Signature of Buyer _____ Date _____

Signature of Buyer _____ Date _____